

Security Printers (M) Sdn Bhd v Printing Industry Employees Union

COURT OF APPEAL (KUALA LUMPUR) — CIVIL APPEAL NO W-04-39
OF 1994

SHAIK DAUD, SITI NORMA YAAKOB AND AHMAD FAIRUZ JJCA
12 MARCH 1997

Labour Law — *Industrial Court* — *Jurisdiction* — *Interpretation of Industrial Court award* — *Whether questions posed came within the scope of s 33(1) of the Industrial Relations Act 1967* — *Industrial Relations Act 1967 s 33(1)* — *Industrial Court Rules 1967 r 14 & Form M*

The Industrial Court arbitrated a new collective agreement between the parties and handed down Award No 367/91 ('the award'). Following the award, the appellant decided to cease operations due to its substantial financial losses. As a result, several of the appellant's employees were retrenched in accordance with the provisions of the award.

The respondent filed an application under s 33(1) of the Industrial Relations Act 1967 ('the Act') seeking the interpretations of certain provisions of the award. At the hearing of the interpretation application, a preliminary objection was taken by the appellant that the Industrial Court lacked jurisdiction to interpret the three questions posed by the respondents as these questions did not come within the scope of s 33(1).

The Industrial Court overruled the preliminary objection and set a date to hear the application on its merits. The appellant applied to the High Court to quash the Industrial Court's decision and for an order that the Industrial Court lacked jurisdiction to hear the application. The High Court dismissed the appellant's motion, holding that the Industrial Court had jurisdiction to hear the application. The appellant appealed to the Court of Appeal.

The appellant argued that the Industrial Court had to meet three criteria established in *Malayan Agricultural Producers Association v National Union of Plantation Workers* ('MAPA') [1992] 2 MLJ 57 to bring itself within the ambit of s 33(1). The appellant argued that Form M, which evidenced the respondent's interpretation application, did not contain a question for the Industrial Court to interpret (as required by s 33(1)) and failed to disclose the necessary facts. Furthermore, the interpretation application was a moot, since a wrongful dismissal application filed by disgruntled employees had already been settled, and the issues to be determined by the interpretation application could have easily been dealt with in the wrongful dismissal application.

Held, dismissing the appeal:

Under s 33(1) of the Act, the Industrial Court has a wide jurisdiction to interpret any question posed to it by a party qualified to do so. The

- A Industrial Court would have jurisdiction to hear the application on its merits if it satisfies the three criteria set forth in *MAPA*: (i) that specific questions have to be posed to the Industrial Court; (ii) such specific questions must have a factual basis; and (iii) such facts must not be in dispute. All these criteria were met in the present case and thus the Industrial Court did have jurisdiction to hear the merits of the interpretation application.
- B

- C The appellant's contentions that the application in Form M of the Industrial Court Rules 1967 was flawed as it failed to disclose specific questions and that it did not give a factual basis for the questions were misconceived. This was because a s 33(1) application made in Form M did not require that specific questions for interpretation to be framed and stated therein. All that is required to be stated in Form M is the specific provision of the article sought to be interpreted and a brief submission of how the applicant considers such articles ought to be interpreted. There is also no requirement that the disclosure of the factual basis for such questions should appear in Form M as their disclosure could only be made in the affidavits and other documents filed in support of the interpretation application and if such facts appear to be in any way disputed, these too could be found in the affidavit or affidavits in reply (see pp 848F–G and 851B–D, H–I); *Malayan Agricultural Producers Association v National Union of Plantation Workers* [1992] 2 MLJ 57 followed.
- D
- E

[Bahasa Malaysia summary]

- F Mahkamah Perusahaan telah menimbang tara suatu perjanjian kolektif antara pihak-pihak dan mengeluarkan Award No 367/91 ('award tersebut'). Berikutan award tersebut, perayu memutuskan untuk memberhentikan operasi disebabkan kerugian kewangan yang banyak. Akibatnya, beberapa pekerja perayu diberhentikan kerja menurut peruntukan award tersebut.

- G Penentang memfailkan satu permohonan di bawah s 33(1) Akta Perhubungan Perindustrian 1967 ('Akta tersebut') yang meminta tafsiran peruntukan tertentu award tersebut. Di pembicaraan permohonan tafsiran, satu bantahan permulaan diambil oleh perayu bahawa Mahkamah Perusahaan tidak mempunyai bidang kuasa untuk mentafsir tiga persoalan yang diutarakan oleh penentang-penentang kerana persoalan ini tidak dilingkungi dalam skop s 33(1).

- H Mahkamah Perusahaan menolak bantahan permulaan dan menetapkan tarikh untuk mendengar permohonan atas meritnya. Perayu memohon kepada Mahkamah Tinggi untuk membatalkan keputusan Mahkamah Perusahaan dan untuk satu perintah bahawa Mahkamah Perusahaan tidak mempunyai bidang kuasa untuk mendengar permohonan itu. Mahkamah Tinggi telah menolak usul perayu, dengan memutuskan bahawa Mahkamah Perusahaan mempunyai bidang kuasa untuk mendengar permohonan itu. Perayu membuat rayuan kepada Mahkamah Rayuan.
- I

Perayu menghujahkan bahawa Mahkamah Perusahaan harus memenuhi tiga kriteria yang dinyatakan dalam *Malayan Agricultural Producers Association v National Union of Plantation Workers* [1992] 2 MLJ 57 ('MAPA') bagi membawanya dalam lingkungan s 33(1). Perayu menghujahkan bahawa Borang M, yang membuktikan permohonan tafsiran penentang, tidak mengandungi soalan untuk ditafsirkan oleh Mahkamah Perusahaan (seperti yang dikehendaki oleh s 33(1)) dan gagal mendedahkan fakta-fakta sebagaimana yang perlu. Tambahan pula, permohonan tafsiran boleh dipertikaikan, oleh kerana satu permohonan pemecatan salah yang difailkan oleh pekerja yang tidak berpuas hati telah pun diselesaikan, dan isu-isu untuk penentuan oleh permohonan tafsiran sepatutnya boleh diuruskan dengan mudahnya dalam permohonan pemecatan salah.

Diputuskan, menolak rayuan:

Di bawah s 33(1) Akta tersebut, Mahkamah Perusahaan mempunyai bidang kuasa yang luas untuk mentafsirkan sebarang persoalan yang dikemukakan kepadanya oleh suatu pihak yang layak berbuat demikian. Mahkamah Perusahaan mempunyai bidang kuasa untuk mendengar permohonan atas meritnya jika ia memenuhi ketiga-tiga kriteria yang dinyatakan dalam MAPA, iaitu: (i) bahawa soalan khas harus diutarakan kepada Mahkamah Perusahaan; (ii) soalan khas demikian mesti mempunyai dasar faktual; dan (iii) fakta-fakta demikian mestilah tidak dipertikaikan. Kesemua kriteria telah dipenuhi dalam kes ini dan justeru itu Mahkamah Perusahaan memang mempunyai bidang kuasa untuk mendengar merit permohonan tafsiran.

Hujah perayu bahawa permohonan dalam Borang M Kaedah-Kaedah Mahkamah Perusahaan 1967 adalah cacat kerana ia gagal mendedahkan soalan khas dan bahawa ia tidak memberikan dasar faktual untuk soalan tersebut adalah salah tanggap. Ini adalah kerana satu permohonan s 33(1) yang dibuat dalam Borang M tidak menghendaki soalan khas untuk tafsiran dibuat dan dinyatakan di dalamnya. Apa yang cuma perlu dinyatakan dalam Borang M adalah peruntukan khas atas perkara yang ingin ditafsirkan dan hujah ringkas tentang bagaimana perayu fikir perkara demikian harus ditafsirkan. Juga tidak terdapat keperluan bahawa pendedahan dasar faktual untuk soalan demikian patut muncul dalam Borang M kerana pendedahan hanya boleh dibuat dalam affidavit dan dokumen lain yang difailkan bagi menyokong permohonan tafsiran dan jika fakta-fakta begitu nampaknya dipertikaikan, ini juga boleh didapati dalam affidavit atau affidavit jawapan (lihat ms 848F-G dan 851B-D, H-I); *Malayan Agricultural Producers Association v National Union of Plantation Workers* [1992] 2 MLJ 57 diikuti.]

Notes

For cases on the jurisdiction of the Industrial Court, see 8 *Mallal's Digest* (4th Ed, 1996 Reissue) paras 943-974.

A Cases referred to

Malayan Agricultural Producers Association v National Union of Plantation Workers [1992] 2 MLJ 57 (folld)
Security Printers (M) Sdn Bhd v Printing Industry Employees' Union
[1991] 2 ILR 1179 (refd)

B Legislation referred to

Industrial Court Rules 1967 r 14, Form M
Industrial Relations Act 1967 ss 18(1)(b), 20(1), 33(1)

C Appeal from: Originating Motion No R2-25-6 of 1994 (High Court, Kuala Lumpur)

Romesh Abraham (*Steven Thiru* with him) (*Shook Lin & Bok*) for the appellant.

B Lobo (*Lobo & Associates*) for the respondent.

D Siti Norma Yaakob JCA (delivering the judgment of the court): This appeal has to do with whether the Industrial Court is seized with jurisdiction under s 33(1) of the Industrial Relations Act 1967 ('the Act') to interpret certain articles in a new collective agreement binding the appellant ('the company') and the respondent ('the union') and which had been taken cognizance of by the Industrial Court. We have heard the appeal, dismissed it with costs and we now give the reasons for our decision. The facts relied upon are as follows.

E On 14 December 1991, the Industrial Court handed down Award No 367/91 ('the award') after arbitrating on a new collective agreement entered into between the company and the union. The award is reported as *Security Printers (M) Sdn Bhd v Printing Industry Employees' Union* [1991] 2 ILR 1179.

F In January 1992, following substantial losses and a decline in its operations, the company decided to cease its manufacturing operations and as a result, 102 of its employees were retrenched in February 1992 in accordance with the provisions of the award.

G Following this retrenchment exercise, the following events took place:

- H** (1) On 24 February 1992, the union filed an application under s.33(1) of the Act in case No 1/1-48/92, seeking an interpretation of the provisions of arts 2, 15A, 32(f) and 45 of the award ('the interpretation application').
- I** (2) On 23 March 1992, 59 of the 102 retrenched employees made representations to the Director General for Industrial Relations complaining that they had been dismissed without just cause or excuse by the company under s 20(1) of the Act and they sought reinstatement to their previous positions with the company ('the wrongful dismissal application'). The remaining 43 who did not challenge their retrenchment obtained employment with one Spectrum Sdn Bhd, an employment agency.

- (3) The union also initiated a trade dispute complaint to the Director General under s 18(1)(b) of the Act. A

It is in respect of event (1) that we are concerned with in this appeal as at the hearing of the interpretation application before the Industrial Court on 23 June 1993, a preliminary objection was taken by the company that the Industrial Court had no jurisdiction to interpret the three questions posed by the union as such questions do not come within the scope of s 33(1). On 15 December 1993, the Industrial Court overruled the preliminary objection in Award No 397/93 and held that it had the jurisdiction to hear the application and adjourned it to a date for the application to be heard on its merits. B

Dissatisfied, the company sought the leave of the High Court to quash Award No 397/93 by an order of certiorari and also for an order or prohibition to prohibit the hearing of the interpretation application as being without jurisdiction. C

Leave was granted to the company on 30 March 1994 to apply for the orders of certiorari and prohibition and the notice of motion to that effect was filed on 8 April 1994. On 31 October 1994, Wan Adnan J (as he then was) dismissed the motion with costs when he found that the Industrial Court was not in error when it held that it had the jurisdiction to interpret the relevant articles of the award. It was to appeal against this decision that the parties were before us. D

The company had also filed a notice of motion for two orders in the alternative. The principle order seeks our leave to withdraw the appeal with no order as to costs on condition that the union withdraws its pending interpretation application in the Industrial Court on the ground that the subject matter for interpretation has been settled. This is so as the wrongful dismissal application which had been referred by the Minister to the Industrial Court for adjudication had already been resolved when a comprehensive settlement had been reached between the employees concerned and the company on the validity of the retrenchment exercise. This is evidenced by a consent award dated 13 June 1995. E

The alternative order seeks our leave to adduce further evidence on matters that occurred after 31 October 1994 (when the High Court affirmed the finding of the Industrial Court overruling the preliminary objection on jurisdiction) as set out in the affidavit of one Othman bin Hashim affirmed on 7 October 1996 and that the affidavit be read and used at the hearing of this appeal. F

In view of the consent award in the wrongful dismissal application, Mr Romesh Abraham, counsel for the company, proceeded on the alternative prayer only to which Mr R Lobo, counsel for the union had no objection provided an affidavit in reply affirmed by one Mohd Razali bin Abdullah is also admitted. Since Mr Romesh Abraham had no objection to that, we admitted both the affidavits of Othman bin Hashim affirmed on 7 October 1996 and the affidavit in reply of Mohd Razali bin Abdullah affirmed on 9 October 1996 in evidence. G

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- A** The articles of the award that the union wants the Industrial Court to interpret are arts 2, 15A, 32(f) and 45 and they are reproduced for ease of reference.

Article 2 — Recognition of the Union

- B** The company recognizes the union as the exclusive collective negotiation body in respect of and on behalf of permanent employees who are eligible for union membership as listed in Schedule II, but excluding those categories of employees mentioned in art 5, who are not within the scope of this Award.

Article 15A — Transferability of employees

- C** (a) The company shall have the right to transfer either to Selangor and Federal Territory employees:
- (i) from one operation to another;
 - (ii) from the company to another Fima Metal Box Bhd Security Printing Company;
 - (iii) from the company to another Fima Metal Box Bhd subsidiary; with trade commence or related; and
 - (iv) within the company's factory.
- D**

Provided that an employee who has been transferred under the provision of this article shall:

- (i) be deemed to be in continuous services with the company; and
 - (ii) not be given less favourable terms and conditions of employment.
- E** (b) When an employee is transferred from Petaling Jaya to either Jalan Chan Sow Lin or Bangi or vice versa, he should be paid the following allowances in one lump sum:
- (i) From PJ to Jalan Chan Sow Lin or vice versa — RM150
 - (ii) From PJ to Bangi or vice versa — RM300

F Article 32(f) — Retrenchment

- (f) In the interest of precluding retrenchment should circumstances adversely affect the company's business, work or revision of hours of work and/or redistribution of work may be considered.

Article 45 — Duration and termination of agreement

- G** (a) This award constitutes the entire agreement between the union and the company relative to salaries, hours of work and other terms and conditions of service and supersedes all previous award in-so-far as matters covered by this award are concerned.
- H** (b) This award has been accepted by the union and the company in full as complete settlement of all claims submitted by either party regarding the general terms and conditions of employment of employees covered by this award.
- (c) This award shall come into force on 1 April 1990 and shall remain in force until 31 March 1993 or thereafter unless terminated by three months' notice in writing either by the union or by the company.
- I** (d) During the currency of this award, neither the union nor the company shall seek to vary, modify or annul any of the terms and conditions herein provided except by mutual agreement, nor shall any demand or claim be made on any of the terms provided herein either by the

company on the one part of the union or the employees of the company either individually or collectively on the other part.

The union contends that the above articles should be interpreted in the following manner:

- (1) On an interpretation of arts 2, 15A, 32(f) and 45 of Award No 367/91, the company [Security Printers (M) Sdn Bhd] is not entitled to 'retrench' the employees covered by the scope of the said award.
- (2) Further or in the alternative, even if the said company is entitled to 'retrench' the employees (which is denied) notwithstanding the provision of art 32(c) of the said award, the said employees are entitled to the statutory minimum periods of notice as set out in s 12(3) of the Employment Act 1955.
- (3) Further or in the alternative, on the facts of this case by virtue of the provision of s 32 of the Industrial Relations Act 1967, Percetakan Keselamatan Nasional Sdn Bhd is bound by the terms of Award 367/91 with effect from the date of termination of the services of the said employees covered by the scope of the said award.

Section 33(1) of the Act under which the interpretation application is made and which empowers the Industrial Court to interpret any question posed to it by any party bound by any award or collective agreement is worded in the following manner.

33 Interpretation and variation of awards and agreements

- (1) If any question arises as to the interpretation of any award or collective agreement taken cognizance of by the Court, the Minister may refer the question, or any party bound by the award or agreement may apply, to the Court for a decision on the question.

It is the company's contention that based on the Supreme Court's decision in *Malayan Agricultural Producers Association v National Union of Plantation Workers* [1992] 2 MLJ 57 (MAPA's case), the union has to satisfy the following criteria to bring itself within the ambit of s 33(1):

- (1) Specific questions have to be posed to the Industrial Court.
- (2) Such specific questions must have a factual basis.
- (3) Such facts must not be in dispute.

It is also the company's contention that the interpretation application as seen from Form M, the annexure and the particulars of facts dated 25 April 1992 does not contain any question that the union wants the Industrial Court to interpret but that it embodies contentions which the union wants the Industrial Court to confirm. Moreover, no facts were disclosed by the union as to the manner in which the several articles questioned by the union should be invoked to preclude the company from carrying out the retrenchment exercise. In any event, the interpretation application was nothing more than to question the validity of the company's action in retrenching its 102 employees, a matter that could easily have been dealt with in the wrongful dismissal application. Since that matter has now been amicably settled, the company considers the interpretation application to be academic and should therefore not be proceeded with.

A In *MAPA*'s case, the Minister acted under s 33(1) and referred the interpretation of art 8 of Consent Award No 92/90, which deals with the minimum number of day's work in each month. That particular article formed part of a collective agreement entered into between the Malayan Agricultural Producers Association ('MAPA') and the National Union of Plantation Workers ('NUPW').

B The Industrial Court held that it had jurisdiction to hear the reference by the Minister under s 33(1), but this ruling was quashed by a writ of certiorari obtained by NUPW from the High Court. MAPA appealed and the (then) Supreme Court held that the Industrial Court should have declined to answer the question referred to it by the Minister as the very
C same question formed part of MAPA's dispute with NUPW as seen from MAPA's statement of case and under such circumstances, it was incumbent upon MAPA, being a party to the collective agreement to apply directly to the Industrial Court for an interpretation of art 8 and not allow the Minister to do so. Moreover, the question sought to be answered was too
D general and far from specific and the facts giving rise to the question were not stated.

Although the facts of *MAPA*'s case are distinguishable, it is clear that from the general statements of law enunciated by the Supreme Court, the union has to satisfy the three criteria that have been stated above.

E Rule 14 of the Industrial Court Rules 1967 sets out the procedure to be followed when a s 33(1) application is made. Rule 14 states as follows:

14 Interpretation of Award or Collective Agreement

- F (1) An application made under s 33(1) of the Act for a decision on any question arising as to the interpretation of any award or collective agreement taken cognizance of by the Court shall be made by delivering to the Registrar at the premises of the Court during office hours or forwarding to him at such premises by AR Registered Post six copies of the application in Form M.
- (2) The place, date and time for the hearing of the parties on the question shall be filed by the President and notified to the parties by the Registrar by endorsement on the application.
- G (3) The Registrar shall serve copies of such application endorsed as aforesaid on the parties bound by the award or collective agreement.

For completeness, Form M is also reproduced.

Form M
(Rule 14)

H

In The Industrial Court
Section 33(1) of the Act

APPLICATION FOR INTERPRETATION OF AWARD/
COLLECTIVE AGREEMENT

I

In the matter of *Award No in Case No of 19

*Collective Agreement Cognizance No

Between

A

and

Application is hereby made by
 for an interpretation of the following provisions of the above-mentioned
 *Award/Collective Agreement.

B

**

The Applicant submits that the provisions should be interpreted in the
 following manner:

#

C

.....
 (Signature of Applicant)

Address:

D

* Delete words not applicable

** State appropriate paragraphs of Award/Collective Agreement.

State shortly.

E

Take notice that the above-mentioned application will be considered by the
 Industrial Court at o'clock in the forenoon on the day of
 19..... at the premises of the Court at Jalan Mahkamah
 Persekutuan, Kuala Lumpur and that you shall then be afforded an
 opportunity to be heard.

F

Take further notice that should you be absent, the Court may hear and
 determine the application notwithstanding your absence.

If you intend to be heard by your representative, you are required to
 deliver to the Registrar before or at the date aforesaid a Warrant of Authority
 in Form B.

G

Dated this day of 19.....

.....
 (Seal)
 Registrar

H

To

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I

(Parties bound by the
 above-mentioned Award/
 Collective Agreement)

- A** On the face of Form M, it is clear that all the union had to do was:
- (1) identify and state the particular articles that require to be interpreted; and
 - (2) state briefly how such articles should be interpreted.

B Form M does not require that specific questions for interpretation to be framed and stated. All that it requires to be stated is that the specific provision of the article sought to be interpreted be identified and a brief submission of how the applicant considers such articles ought to be interpreted.

C Form M, submitted by the union together with the annexure dated 24 February 1992 and the particulars of facts dated 25 April 1992 contain just that and it is for that reason that there is no basis for the company to submit that by the mere statement of contentions on the particular articles sought to be interpreted in Form M, the union expects the Industrial Court to confirm such contentions. Under s 33(1), the Industrial Court

D has a wide jurisdiction to interpret any question posed to it by a party qualified to do so and after hearing all parties concerned, if it should decide to confirm the union's contentions, this it is not because it is partial towards the union but that after due consideration, the union's contentions have been proved to have been correctly stated.

E From the annexure and particulars of facts, the three specific questions posed by the union can be restated as follows:

- (1) Whether the company is empowered by the award to retrench its employees.
- (2) If the answer to (1) is in the positive (to which the union does not subscribe to), whether the said employees are entitled to be served with the statutory minimum periods of notice under s 12(c) of the Employment Act 1955, notwithstanding the provisions of art 32(c) of the award.
- (3) Alternatively, given the fact that the privatization of Percetakan Keselamatan Nasional Sdn Bhd led to the retrenchment exercise, whether that company is still bound by the terms of the award under s 32 of the Act at the time the employees were retrenched and whether that situation is covered by the award.

H As for the factual basis for such questions, there is no requirement that the disclosure of such facts should appear in Form M. That is very clear from the form itself. That being so, their disclosure can only be made in the affidavit and other documents filed in support of the interpretation application and if such facts appear to be in any way disputed, these too can be found in the affidavit or affidavits in reply as hearings on s 33(1) applications are on affidavit evidence alone. Thus, on 23 June 1993 when the Industrial Court sat to hear the preliminary objection on the interpretation application, the affidavit evidence that was before the court is found mainly in the following documents:

- I**
- (1) Form M together with the annexure dated 24 February 1992.

- (2) Particulars of facts dated 25 April 1992 relied upon by the union to support para 3 to the annexure. A
- (3) The company's statement of reply dated 26 June 1992.

The gist of the company's objection to the interpretation application as seen from its statement of reply is that the questions posed by the union relate to the issue as to whether the retrenchment exercise had been conducted validly, an issue that was subsequently taken by 59 of the 102 retrenched employees in their wrongful dismissal application. B

Whilst we appreciate that separate proceedings had been commenced questioning the validity of the retrenchment exercise for which the union was in no way involved, we do not consider that the interpretation application has the same effect of questioning the merits or demerits of that exercise. All that Form M asks is for the Industrial Court to interpret the three questions posed by the union, a right which has been acknowledged by both parties to be available if exercised jointly by them under the First Schedule of the award under the heading 'Interpretation & Arbitration' at para (c). For obvious reasons, the union could not proceed under the provisions of the award but rely on s 33(1) of the Act instead for which the Industrial Court has been empowered to entertain. C D

As for the other matters stated in the statement of reply, we can only conclude from a perusal of it that the company had delved at great lengths into the substance of the application which we are not competent to do at this stage of the proceedings. It is only the Industrial Court that has been empowered with the jurisdiction to do so. Before us, the issue is simply as to whether the Industrial Court has the jurisdiction to hear the union's interpretation application on its merits. We say that the Industrial Court has such jurisdiction provided the union satisfies the three criteria as set out by *MAPA's* case. E F

In the High Court, Wan Adnan J when confronted with all the affidavit evidence that was before the Industrial Court as identified above and coupled with the other additional affidavit evidence in the form of an affidavit in reply from the union and a further affidavit from the company, held that there were no disputed facts on which the three questions were posed. The learned judge also took the precaution that in the event disputed facts emerge before the Industrial Court, with regard to question (3), the court should decline to answer that question based on such disputed facts. G

The union's affidavit in reply affirmed on 10 May 1994 at para 2.2 states that the facts on which the interpretation application was made were undisputed as seen from Form M, the annexure and the particulars of facts. This averment has not been challenged by the company in its second affidavit when replying to the union's affidavit in reply and this omission is an added factor that in the event disputed facts emerge before the Industrial Court, that court can decline to answer any question based on such disputed facts. H I

A For the reasons that appear in this judgment, we see no reason to disturb the finding of the High Court and the matter is reverted to the Industrial Court for the interpretation application to be heard on its merits.

B *Appeal dismissed.*

Reported by K Tang-Wai

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